MOSS SAYS RAMAPO COMPANY OFFI-CIALS ARE IN A QUEER POSITION.

MR. NOSTRAND, THE ENGINEER, PROVES

A RECALCITRANT WITNESS-CORPO-RATION COUNSEL WHALEN'S

IDEA OF HIS DUTIES. Nearly the whole of yesterday's session of the Mazet Committee was again given up to the Ramapo job. While no new facts were gleaned regarding the identity of those behind the comhimself as well satisfied with the situation. In an earnest address he said the attitude of the company's officials on the stand plainly demonstrated that they feared the shedding of any

light upon their transactions. Corporation Counsel Whalen appeared before the committee in the morning. The burden of Mr. Moss's examination was whether the witsess, in his capacity as Corporation Counsel, did nothing to ascertain the legal status of the Ramapo company before approving a contract immense importance. Mr. Whalen contended that this was a matter with which he had nothing to do. His only duty in the matter, said, was to see that the contract was a legal one. As to the legal existence of the company, whether its assets were contained only on paper, som of the municipality binding itself to such a

Justice Truax admitted that he was a stockspoken to Mr. Croker about the corporation. Their conversation, however, he said, was general, and consisted mainly in his telling the Tammany chief that the Ramapo company was

a good thing. Mr. Moss's agents on Wednesday night succeeded in finding Peter E. Nostrand, the engineer of the Ramapo company. Yesterday he was put on the stand and asked to produce the options, specifications and plans which Silas B. Dutcher had previously said were in his pos-He refused absolutely to give them up without the permission of the Board. Mr. Dutcher, who was in court, was called upon by Mr. Moss to instruct the engineer to submit the papers to the committee. Mr. Dutcher declined to do so, whereupon Mr. Moss declared that he was satisfied with the position the Ramapo officials had taken. They had by their own act made it clear to the community that they were afraid of daylight being let in upon their com-

# DETAILS OF THE HEARING.

Before beginning the taking of evidence before sented a tabulation of the work done for the Dock Board on treasury orders-orders issued upon the plea of emergency, without public competition. The ders given under this system were as follows, and their value fully bears out Mr. Moss's contention that the law for public bidding has been consistntly evaded, and that favored firms have greatly thereby: Nineteen orders to Morris & ummings, dredging. \$28,489; twenty-nine orders to Naughton & Co., for piles and lumber, \$161.923; the report were true, "according to my knowledge, twelve to John M. Sheehan, for paving, \$77.886; four Mr. Dutcher was called to the stand again yester Thomas Nugent, painting, \$1,190; twenty-nine to Edward F. Kenting & Co., \$14.419; twenty-nine to J. E. Ogden, \$11.156; thirty-four to Murray & Co., 50,778; thirty to the National Contracting and Sup-Company, \$7.689; sixty-nine to H. 04.620; twenty-nine to J. C. Orr & Co., \$10.577; forty arles Foersch, \$3,981; nine to George W. Plunkseven to the Uvalde Asphalt Compa-\$71,613; fifteen to Martin B. Brown & Co., \$15,289; two to the Sichian Asphalt Company, \$6.570; thirteen Carroll Box and Lumber Company, \$2,818, and twenty-two to Brown & Fleming, \$47,304.

John Von Knoebel, an asphalt expert, was first

called. As a result of his examination of the as-Dock Department's treasury orders he had found such deep imprints in the surface that the water did not drain off. A great deal of the work was already in a dilapidated condition.

# WHALEN ON RAMAPO.

Then Corporation Counsel Whalen, who has been twice before called without responding to his name, took the stand. He brought with him an original copy of the Ramapo contract. The contract was first brought to him by Mr. Holahan, and before passing upon it he had made various changes in it which he thought were necessary for the protection of the city's interests. Mr. Moss seked him several questions concerning the property owned by the company, its titles and options, but regarding these Mr. Whalen said he knew nothing. The investigation of these matters, he said, was not part of his duty. He had merely to pass upon the legality of the contract. Mr. Mose sought to show an analogy between a counsel's duty in passing upon a title which his client was about to acquire and what was incumbent upon the Corporation Counsel in the present case. Mr. Whalen declared there was no such analogy, it being his duty merely to pass upon the contract as to form, as some four thousand others are presented to him every year.

"You were to pass upon the legality of it. Now that involves the legal right of the company to make the contract, does it not?"

"It is for others to decide the wisdom and propriety of making it. That is for the Board of Public Improvements. They would a support the standard of the sta

He Improvements. They would, no doubt, find out whether the company is able to carry out the con-

how could its bond be worth anything?" "Such bond is usually given by some other cor-

"Tut could the city recover against the honds-men if the company had no legal existence?",

'It is assumed that, as all the members of the company are good Republicans, they would go to your bonding company for their bonds, and that this company would satisfy fixelf of the lexality of the corporation's existence," Mr. Whalen an-

swered, somewhat flippantly.
"Is not the right of the company to make a contract a question of law?"

"I don't understand the question."

"It is just such a question as would be asked of you in a law school."
"If you asked such a question as that in a law

thool, the professor would laugh at you."
"And if the professor asked such a question of the student, and he couldn't answer, the professor would mark him down," Mr. Moss retorted, hotly. Mr Whalen then volunteered the statement that he thought he understood what Mr. Moss wanted-that was to know what were the Corporation Counsel's duties in the making of contracts. It was his duty, he said, only to advise the city departments whether they had power to make contracts, and not whether the company with which they were negotiating was responsible. Mr. Mazet still thought this was not a satisfactory reply to the question, but he did not succeed in getting a better one. When forced to a corner, Mr. Whalen found n the contention that the so-called contract

THINKS THE CONTRACT A GOOD ONE.

"Mr Whalen, you considered the contract a good thing for the city?" Mr. Moss asked, switching off to another line of examination.

"I do. Don't you?" answered the witness. "If I can shape my contracts so that the city will get the best of it. I am satisfied. We are not looking after the interests of corporations.

CAN'T STAND THE LIGHT, clearly expressed in legal phraseology, but Mr. Whalen avoided giving direct answers, and was so irrelevant as to draw a rebuke from Mr. Mazet. Finally the witness said he supposed that if any have been made.

such contracts. htracts? A.—There never was a con-

mean,
Q.—Is it a meaningless clause? A.—I think so.
Q.—Why did you leave it in? A.—The contract
has never been signed.
Q.—That's simple evasion. Why did you make
that company the agent of the city? A.—This
contract was submitted to me for my approval as
to form only. See? The Board could change it
as it desired. See? It wasn't for me to say
what should be done with it.

# JUSTICE TRUAX CALLED.

Whalen was temporarily excused to make room for Justice Trunx, who had adjourned court for the purpose of testifying. The Justice admitted that he was a stockholder in the Ramapo company. He did not know, however, where secretary was, or where the books were. Asked if he had ever had any talk with a politician on t spoken to Mr. Croker about it

"It was on October 15, 1897," he said, "when newspaper made an attack on Mr. Croker and me | Water Company, Controller Coler gave out the folfor our connection with the Ramapo company. It lowing: Ramapo matter was-that he knew nothing of it. job is not dead; that those who stood for it in the I told him it was a good thing. That's all it was. Board of Public Improvements still stand for it. If At the theatre on Monday night I was in a box | the injunction is dissolved, which I do not believe is holder in the Ramapo company, and that he had something about New-York not being willing to pay for its water. I leaned over to Mr. Croker and remarked that perhaps it would be better if

That was all? A.—Yes. Did you write to Mr. Croker in England know of the amendments to the bill HORGAN & SLATTERY BOOK SHOWN. we might as well have a good one, was the purpose of the original bill? contract? A -Not directly. I revises saw the contract which appeared in the until they printed it.

examined at some length as to his construction of certain sections in the Ramapo contract, but his the Corporation Counsel as to his reasons for withholding his approval to the rapid transit con

brought them to him for signature, and cons neer was doing. Also they talked about opt and other matters, so that he felt justified making an affidavit to the effect.

"Have you seen the secretary of the Ramapo ompany since you were last on the stand," asked

I have not." Mr. Dutcher replied. "Have you heard from him or tried to find him?" Have you found the transfer and stock books?

"Are they in the Ramano company's office?"
"I don't know. I have looked through the office,

but I could find nothing because the desks were

of the Hamilton Trust Company?

"Yes, sir. of that company are

"Yes, in the vaults." "Do you know whether the trust company has any money and what its financial condition is?"

"Can you put your hands on the secretary and

treasurer when you want them?" "I can."
"And although president of the Ramape company

you are in no better position to comply with the for the latter's resignation as chairman of the information asked for in the subpoena than when State Committee, to which place he was re-elected you were last here?"

counties of titles or property owned by the Ramapo ator Wellington advocated the resolutions and

"When you were last in Montclair," Mr. Moss sket, "did you consult Charles A. Lamont about this hearing, and did you receive instructions from

cause I am a confidential employe of the comgineer I am working for the company in a con-fidential capacity."

"The law does not give chief engineers the right to refuse to answer. Engineers are not in the same category as doctors and lawyers. I think you had better answer."

"No, I will not."

"How many times in the last three months have you seen Mr. Lamont on matters concerning the company?"

"I decline to answer, for the same reason as before."

"Well," went on Mr. Moss, "Mr. Dutcher, the president of the company, said that the options taken by the company had been obtained by you and that they were in your possession. Produce

"As I said before, it would be impossible to produce them, because they were given into my pos-session by the Board of Trustees, and they can only be produced by an order from that Board."

Mr. Moss, turning to Mr. Dutcher, who was
still in court, called upon him to give the necessary

natructions to his engineer to produce the options. Mr. Dutcher replied that he would not do so without taking counsel first with his directors, and he also flatly refused to order Mr. Nostrand to inform the court where the options were.

Mr. Moss pondered for a few minutes over the dendlock that confronted him, and then addressing

designed that the city will get the best of it, I am satisfied. We are not looking after the interests of corporations."

"Would not the contract put the corporation in the same misapprehension in the minds of the community as to what we have been trying to do in this leverstation of the Ramapo Ware community as to what we have been trying of the community as to what we have been trying to do in this leverstation of the Ramapo Ware corporation."

"It would not put any such power in the hands of a single individual."

"It would not put any such power in the hands of a single individual."

"Why did you put draw up the contract so that it would protect the corporation from the possibility of blackmail?"

"Well, as it is composed of good Republicans I was not looking after their interests. I was simply interested in protecting the city."

"Why did you not cause the clause providing for a reservoir 30 feet high to be built in the city of more as the clause providing of a single many the contract."

"Why did you not cause the clause providing of was one would put have to what we have been trying to do in this livestication, there was either the lines which was not taking the place of the entire that the community as to what we have been trying to do in this lives the sample of the community as to what we have been trying of the community as to what whe have been trying of the community as to what we have been trying of the community as to what we have been trying of the community as to what we have been trying of the community as to what we have been trying of the community as to what we have been trying of the community as to what we have been trying of the community as to what we have been trying of the community as to what we have been trying of the charge the district of the community as to what we have been trying of the charge the district of the community as to what we have been trying of the charge the district of the community as to what we have been trying of the charge the district of the community as to w

that rests upon them. If they do not, as I have DENVER'S MAYOR CHOSEN, said, they are placed by their own act where no city official would ever dare to contract with a company which pure itself in that position.

ONLY OPTIONS AND SURVEYS. "It has been fairly well established." Mr. Mazet remarked, "that this company has no tangible property, and that its assets consist almost entirely

of surveys and options." ence of Mesers Dutcher and Nostrand, respectable

JOB NOT DEAD, SAYS MR. COLER. Concerning the testimony given before the Mazet committee yesterday in relation to the Ramapo

"The testimony of to-day proves that the Ramape

THEY REPUSE TO SHOW ANOTHER AND THE REFEREE ADJUDGES HORGAN IN

CONTEMPT. A third hearing in the cases of Horgan & Slattery, to keep the books from the credits concerning any examination. The referee decided, however, that they must be examined as well as produced. Ex-Judge Van Hoesen, who

We were in debt about \$100,000, and my word

COMMITTEE - THE SENATOR SATS

# THE STATE TICKET IS HOPE-LESSLY BEATEN.

Baltimore, Sept. 21 (Special).—Senator McComas, and Governor Lowndes, who is the Republican candidate for re-election, have turned down Senator Wellington, and to-day the Governor asked "T am not."

Mr. Moss put in evidence affidavits from the county clerks of Westchester, Dutchess, Delaware, Rockland and Columbia counties, testifying that no certificates had been filed in their respective to the Raitimore organization, brought in resolutions providing for a special committee to run the campaign and disburse the funds, on the ground that the city had not received proper recognition. Sensitive of this contractive countries of the Raitimore organization, brought in resolutions are contracted by the Rainer of the committee properties of the Raitimore organization, brought in resolutions are considered by the Rainer of the Raitimore organization, brought in resolutions are considered by the Rainer of the Raitimore organization, brought in resolutions providing for the committee properties of the Raitimore organization, brought in resolutions providing for a special committee to run the campaign and disburse the funds, on the ground that the city had not resolution and the committee providing for the Raitimore organization, brought in resolutions providing for the Raitimore organization, brought in resolutions providing for the Raitimore organization, brought in resolutions are considered by the Raitimore organization, brought in resolutions are considered by the Raitimore organization, brought in resolutions are considered by the Raitimore organization, brought in resolutions are considered by the Raitimore organization, brought in resolutions are considered by the Raitimore organization, brought in resolution and the constitution of the committee organization and the constitution or constitution or constitution or considered by the constitution of the constitution of the constituti

After the conference he discovered that the resolutions, which were prepared by Senator McComas, Governor Lowndes and Congressman Mudd, were intended to curtail his power as chairman of the committee's subpoens servers, Peter Elbert Nostrand, the engineer, was found on Wednesday night. When he was called yesterday he was nuxlors to explain to the committee that he had not evaded a subpoens, but had been at his homo regularly except when he was "out of town on husiness." Although Mr. Moss succeeded in getting Mr. Nostrand to the court, he quickly proved himself to be a recalcitrant witness.

"When you were last in Montclair," Mr. Moss

"I can forgive all the others," continued Senator Wellington, "but Governor Lowndes. He has bettrayed are in the most open way. The cause of the whole matter is the interference of S. Davies Warfield and the man he represents, John K. Cowen. These people soid out the Democratic party and ate now trying to sell out the Republicans. The whole effair grew out of 'owen's desire to succeed me in the United States Senate. They would have put him in two years ago if they had been strong enough, but they were not. Mr. Cowen controls Senator Medomas and Governor Lowndes absolutely, and this man Warfield is trying to run the Republican party. Just think of his being the man who should suggest a campulan committee for the Republicans. Practically every tame was suggested by him and the paper was written in his

OF AMERICAN MUNICIPALITIES.

THE DISCUSSION OF CITY OWNERSHIP OF

FRANCHISES AGAIN OCCUPIED THE

INT TELEGRAPH TO THE TRIBUNE !

Syracuse, Sept. 21.—The League of American Municipalities to-day elected Henry V. Johnson, Mayor of Denver, and a pronounced advo cate of the municipal ownership of waterworks telephones, electric light works, gas works and street railway systems, as its president for the convention, who have been making earnestly expressed arguments in favor of cities abstain ing from engaging in such enterprises as the ning of telephone exchanges or street railway lines. So determined have been the representatives of corporations to bring forward their are apprehensive that the cities may enter into competition with the companies and thus depre ciate the value of the latters' franchises.

following letter to the association, containing a proposition to have an expert examine into the cost of constructing and operating municipal electric lighting plants. The letter was as fol-

once suggested that private plants should be company mentioned will therefore expend the ordered the following year, \$5,000 to ascertain the cost of constructing and operating both city and private electric lighting plants.

MAYOR MACVICAR'S ADDRESS

The chief address of the day also was upon this subject of "Municipal Ownership of Public Service Industries.

This address was delivered by John MacVicar, Mayor of Des Moines, who later nominated Mayor Johnson, of Denver, for president of the municipal government. league on the express ground that he is an ad-

ownership involves. The question is: Shall the

Despite the powerful influences of private ownership interests, the number of municipality public service industries, particularly waterworks and electric light plants, is rapidly increasing.

I need not elaborate upon the claims of thes

services. They claim for the public lower rates and improved services, reduction in taxes, higher wages to labor used in operating these industries rahip raise objections and claim the adoption of this principle would result in increasing the ex-

President Knapp of the Interstate Commerce Comthese socialistic theories advanced by Messre, Foote, Knapp, Depew and others. The adags learned from our copy book, "Competition is the life

fected electrical apparatus," which will always be subject to improvement. They all say, "Wait for

I am not afraid to startle our money ctency in the public service, and in a very short time demands would be made by a quickened and

MR. FOOTE IN REPLY.

A paper on "Municipal Ownership" was read, written by Allan Ripley Foote, of Takoma We are all aware what the subject of municipal Park, Washington, D. C., in which he said in

unes by extorting excessive rates from the public? | profit of private management, the private agent should be employed, because a correct public po will not permit the socialization of private capital inless a tangible gain of considerable importance

an be secured by so doing. Private ownership offers other advantages to employes not obtainable under public ownership. voice in the management of the corporation, while investing their earnings at the same apitalists. In addition to this they may acquire the right to have their wages taken into acc on an equality with capital in all computations for dividends. A correct system of sharing profits with employes is a condition precedent to

When power is granted to a municipality to become the owner and operator of a public service industry, it is always granted without limitation us to time. Municipal ownership advocates plead eloquently for the application to private franchises of the principle that a present has no right to bind future generation. They appear never to see that a future generation is bound more effectively by granting a perpetual franchise to a municipality than by granting a similar franchise to a private corporation

# THE DEBTS OF CITIES.

C. G. Harraman, of New-York, informed the statistics as to the indebtedness of the various cities of the country. At his suggestion the In taking his position Mr. Foote agrees with league passed a resolution recommending the passage by every State of a law requiring the properly constituted officials of municipal corthe State Controller a complete financial statement of the indebtedness of such corporations, including, if any, the amount of the sinking , funds for the payment of such debt.

There was a brief little contest for the place

in which the convention shall be held next year. Delegates from Atlanta, from Peoria, from Grand Rapids and from Charleston, S. C., urged that the convention be held in their cities. Mayor J. E. Smyth of Charleston won the crestle in 1861, and it is full of historical associations both of the Revolutionary War and of the

but I want to tell you that there is not a man duce the Spanish war, when we all took pride in while the Spanish war was in progress, but we did the best we could to make them happy, and as a

he Union. Send your convention to Charleston The convention by a large majority resolved to go to Charleston next year.

ilt we received letters of thanks from all over

supported for president by the votes of nineteen cities, but twenty-one cities supported Mayor Johnson of Detroit, and he was elected. Secre-

tary Gilkison, of New-York, was re-elected. The final day's session of the convention will

be held to-morrow. DR. DE OLESADA GETS HIS CHILDREN. Justice Beekman in the Supreme Court yesterday

ted him. It is said that he has abandoned this lon, and that the fact caused Mrs. De Quesada, relax her determination to endsayor to keep the ldren. Their home is at No. 213 West One-hun-

# SCRIBNER FOR OCTOBER

Mrs.JOHN DREW'S Autobiography-with introduction by her son John Drew-rare illustrations from private collections.

THE WATER-FRONT OF NEW YORK by Jesse Lynch Williams-many uncommon drawings.

THE VAUDEVILLE THEATRE by Edwin Milton Royle the playwright-actor. Many drawings by Glackens.

TELEPHOTOGRAPHY FROM A PHOTOGR by Dwight L. Elmendorf -with telephotographs.



5 SHORT STORIES by Joel Chandler Harris, Brander Matthews, and others.

OTHER FEATURES: Stevenson's Letters, "The Ship of Stars" by Quiller-Couch. NOW READY PRICE 25 CENTS LOOK FOR THE COVER IN COLORS BY PARRISH